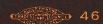

DIGEST OF
SCREEN ACTORS GUILD
CONTRACTS

PARKER & SON, INC.

LOS ANGELES



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BRANCH OF THE ASSOCIATED ACTORS AND ARTISTES OF AMERICA
AFFILIATED WITH THE AFL-CIO

SCREEN
ACTORS
GUILD

7750 SUNSET BOULEVARD HOLLYWOOD, CALIFORNIA 90046

TO MEMBERS OF SCREEN ACTORS GUILD:

In the interest of maintaining an informed membership, the Guild has prepared this digest of rates and principal working conditions presently in effect for theatrical motion pictures, television motion pictures and commercials. There are other areas of employment in the Guild's jurisdiction, such as industrial pictures, dubbing and extra work in the New York area. Because contracts covering these fields are being renegotiated or will shortly expire, they are being excluded from this digest.

This booklet is not intended to answer any and all question. It would not be possible to do so. The purpose is to generally outline rates, conditions and the types of employment which normally occur. Any question concerning any of the Guild's contracts, either as to the material covered or as to what is not covered, can and will be answered by your Guild office. Do not hesitate to call. The offices are there to serve you.

Sincerely,
BOARD OF DIRECTORS
Screen Actors Guild

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BASIC RATES AND CONDITIONS FOR THEATRICAL AND TELEVISION ENTERTAINMENT PICTURES

1. MINIMUM RATES — PER PICTURE

1) Daily Rates

THEATRICAL

Day players, Stunt men	\$100 per day
Singers	
Solo & Duets	140 per day
(Singers required to sing 2 consecutive bars alone shall be adjusted to solo rate)	
Group Singers (3 & 4)	120 per day
Group Singers (5 or more)	100 per day
Mouthing (1-16)	100 per day
Mouthing (17 & over)	75 per day
Contractors (1-4)	½ check
Contractors (5 & over)	full check
Airplane Pilots (studio & taxiing)	126.50 per day
Airplane Pilots (location-including taxiing and flying)	165 per day

2) Weekly Free Lance Rates

Actors	350 weekly
Singers	
Solo & Duet	425 weekly
Group Singers (3 & 4)	385 weekly
Group Singers (5 or more)	350 weekly
Contractors (1-4)	½ check
Contractors (5 & over)	full check
Stunt men	400 weekly
Airplane Pilots	379.50 weekly
	(Plus \$110 per flying day)

TELEVISION

1) Daily Rates

Day players, Stunt men	\$100 per day
Singers	
Solo & Duets	130 per day
(Singers required to sing 2 consecutive bars alone shall be adjusted to solo rate)	
Group singers (3 & 4)	115 per day

TELEVISION (Cont.)

1) Daily Rates

Group Singers (5 or more)	\$100 per day
Mouthing (1-16)	90 per day
Mouthing (17 & over)	75 per day
Contractors (1-4)	½ check
Contractors (5 & over)	full check
Airplane Pilots (studio & taxiing)	135 per day
Airplane Pilots (location- including taxiing and flying)	175 per day

2) 3-Day Contract Rates

a) ½ hour or 1 hour picture	
Actors and singers	255
Stuntmen	280
b) 1½ hour picture	
Actors — Singers and Stuntmen	300

3) Weekly Free Lance Rates

Actors	350 weekly
Singers	
Solo & Duet	350 weekly
Group Singers (3 & 4)	350 weekly
Group Singers (5 or more)	350 weekly
Stunt men	400 weekly
Airplane Pilots	400 weekly
(Plus \$115 per flying day)	

B. MULTIPLE PICTURES

1) Television

- a) For players (other than stunt men or pilots) employed in two or more television motion pictures in one week the rate is \$235 per picture, with \$470 the weekly minimum guarantee.
- b) Stunt men and pilots employed on a weekly basis (at minimum salary) may agree to work in more than one episode or picture during such week.

- c) This form of hiring not applicable to TV pictures over 1 hour in length.

2) Theatrical

Player may be employed for two or more theatrical pictures per year at minimum weekly free lance rate or higher. Options occur yearly and contract is *non-exclusive*.

C. TELEVISION SERIES CONTRACTS

1) One-Half Hour Programs

13 episodes guaranteed	\$350 per episode
Less than 13 but at least 7 episodes guaranteed	400 per episode

2) One Hour Programs

13 episodes guaranteed	420 per episode
Less than 13 but at least 7 episodes guaranteed	470 per episode

3) One and One-Half Hour Programs

13 episodes guaranteed	560 per episode
Less than 13 but at least 7 episodes guaranteed	635 per episode

D. TERM CONTRACTS

	TELEVISION	THEATRICAL
Beginners (1st 6 mos.)	None	\$135 per week
Beginners (2nd 6 mos.)	None	150 per week
10 out of 13 weeks guaranteed	\$300 per week	300 per week
20 out of 26 weeks guaranteed	250 per week	250 per week

NOTE: Since both series and term contract players' terms and conditions of employment are complex, particularly when assigned to a continuing role in television, players should call the Guild concerning any problems.

2. OVERTIME

Player's time for overtime purposes is computed from time of first call to dismissal, excluding meal periods.

A. DAY PLAYERS (*Television and Theatrical*)

Overtime is paid at time-and-a-half for the ninth and tenth hours, and at double time beyond ten hours.

Players receiving over \$300 per day are paid at time-and-a-half for work beyond 8 hours.

B. 3-DAY PLAYERS AT \$900 OR LESS (Television only)

Daily overtime is payable beyond 10 hours in hourly units at double time. Overtime is payable beyond 24 hours cumulated over the 3-day period at time-and-a-half in hourly units, or beyond 32 hours cumulated over the 4 day period if the contract guarantees 4 days at time-and-a-half in hourly units.

For days worked beyond the guarantee days, overtime is accumulated at 8 hours per day and is payable in hourly units at time-and-a-half. However, if on any day an actor works beyond 10 hours, he is paid overtime in hourly units at double time.

C. 3-DAY PLAYERS OVER \$900 (Television only)

Daily overtime is payable beyond ten hours in hourly units at double time figured on the basis of \$900. Such double time is \$75 per hour.

D. WEEKLY PLAYERS (Television & Theatrical) \$1500 OR LESS

Overtime beyond 44 hours in five days is payable in hourly units at time-and-a-half. Work on any day beyond 10 hours is payable in hourly units at double time.

The 6-day overnight location workweek requires payment of 4 hours of overtime beyond 44 hours whether worked or not.

E. WEEKLY PLAYERS (Television & Theatrical) OVER \$1500

Daily overtime is payable beyond 10 hours in hourly units at double time figured on the basis of \$1500. Such double time is \$68.18 per hour. This applies to all television players over \$1500 per week and to theatrical players guaranteed less than \$35,000 per picture.

F. OVERTIME CAUSED BY MAKEUP, HAIRDRESS AND WARDROBE

Overtime caused by these items is paid for on an hourly basis at straight time.

G. PLAYER'S OVERTIME RECORDS

Players should keep time records covering their employment, noting the following information:

DATE WORKED	FIRST TIME CALL	WORK TIME CALL	TIME ARRIVED LOCATION	LUNCH	DINNER	TIME DISMISSED LOCATION	STUDIO

3. LOCATION —TRAVEL TIME

A nearby location is one to which a player is transported from the studio and returned on the same day. An overnight location is one at which the player is lodged at the location for one or more nights.

A. TRAVEL TO NEARBY LOCATION

Travel time is work time. Overtime caused by travel to and from a nearby location is computed at straight time in 15-minute units.

B. TRAVEL RULES FOR OVERNIGHT NEARBY LOCATION—NO SERVICES RENDERED ON DAY OF DEPARTURE

1) Day Players (Television & Theatrical)

a) Travel to location—

If departure is before noon—a full day's pay.

If departure is after noon, but before six—a half day's pay, unless travel time exceeds four hours in which event actual travel time not to exceed full day's pay.

If departure is after 6:00 p.m.—actual time spent.

b) Travel to sub-location—

Actual travel time, up to ½ hour each way,

can be deducted by the studio — remaining time paid at straight time.

- c) Travel from location—
One day's pay.

2) 3-Day Contract (Television only)

- a) Travel to or from location—

Player goes on salary day he leaves and remains on salary until day he arrives back at studio.

- b) Travel to sub-location—
Actual travel time, up to ½ hour each way, can be deducted by the studio—remaining time paid at straight time.

3) Weekly Players (Television & Theatrical)

Same rules as for the players in 2) above.

NOTE: *For rules concerning an overnight DISTANT location (one which it takes more than 24 hours to reach) call the Guild Office.*

4. WORK ON SATURDAY, SUNDAY AND HOLIDAY

Player working on any of the above days is paid not only for the day but receives an additional day's pay as a premium. There are certain exceptions to this rule, as follows:

A. DAY PLAYERS (Television & Theatrical)

If a day player spends Saturday travelling to, working at, or returning from an overnight location, he does not receive premium pay.

B. 3-DAY CONTRACT (Television only)

If Saturday in the workweek is spent travelling to, being at, or returning from an overnight location, the player does not receive premium pay for the Saturday.

C. FREE LANCE WEEKLY (Television & Theatrical)

Same rules as for a 3-Day contract, except that on an

overnight location work week the player is on a 6-Day, 48-hour week instead of a 5-Day, 44-hour week. Regardless of the number of hours worked, the free lance weekly player working at a rate below the money-break must receive a bonus of 4/44ths of his weekly salary as compensation for the adjustment to a 6-Day week.

Overtime is complicated. If there are questions, call the Guild.

5. INTERVIEW TIME

A. DAY PLAYERS (Television & Theatrical)

Player does not receive compensation if dismissed within one hour from the time of call. If detained by Producer beyond one hour, player is paid at straight time in one-half hour units.

B. 3-DAY PLAYERS (Television only)

Player does not receive compensation unless he is required to speak lines given him to learn outside the studio.

C. WEEKLY PLAYERS (Television & Theatrical)

Same rules as for B. above.

6. MEAL PERIOD VIOLATIONS

The rules and rates are the same for all players. Player must be given his first meal break within 5½ hours from the time of his first call. The second meal break must be called within 6 hours from the time of call back from first meal break. Producer can deduct actual time up to one hour spent at meals. Penalty payments for violation of either meal period are as follows:

For the first ½ hour or fraction thereof	— \$25 per player
For the second ½ hour or fraction thereof	— \$35 per player
For the third ½ hour or fraction thereof	— \$50 per player
For each additional ½ hour or fraction thereof	— \$50 per player

7. REST PERIODS

A. DAILY REST PERIOD

1) Day Players (*Television & Theatrical*)

a) STUDIO CALL

Player is entitled to a 12-consecutive-hour rest period from the time he is dismissed until his first call for the next day, whether for makeup, wardrobe, hairdress, or any other purpose.

b) LOCATION

i) *Nearby Location* (Theatrical)

Where exterior photography is required, the rest period may be reduced from 12 to 10 hours once every fourth consecutive day.

ii) *Nearby Location* (Television)

Where exterior photography is required, it may be reduced from 12 to 10 hours every other day.

2) 3-Day Contract (*Television only*)

Same as above.

3) Weekly Players (*Television & Theatrical*)

Same as above.

B. WEEKLY REST PERIOD

All players are entitled to one weekly rest period of 58 hours. However, where there is night shooting consisting primarily of exterior photography and the player's call is not earlier than 3:00 p.m. and he is dismissed in the studio before midnight Friday, the 58-hour rest period may be reduced to 56 hours. On a 6-Day location week, the weekly rest period is 36 hours.

Violation of either the daily or weekly rest period is known as a "forced call," and the penalty is one day's pay.

8. ENGAGEMENT AND CANCELLATION

A. DAY PLAYERS (*Television & Theatrical*)

The day player has a firm engagement which binds the studio in the following cases:

- 1) Written notice of acceptance.
- 2) Contract signed by the Producer.
- 3) Script is given to the player, with intent to hire player.
- 4) When player is fitted, other than wardrobe tests.
- 5) When player is actually called and agrees to report.

A day player is also engaged when he is given an oral and specific call from the Producer. However, either party can cancel prior to noon of the day before the day player is to work.

B. 3-DAY CONTRACT (*Television only*)

The only valid form of hiring is the tender to player of a written contract prior to the time he starts his employment. After the commencement of his services, he is of course engaged.

C. FREE LANCE WEEKLY (*Television & Theatrical*)

Same rules as apply to 3-Day contract players.

9. REUSE OF FILM

When a player, other than a term contract player still under contract, works in a given film, the Producer may not reuse photography or sound track of the player in another picture or in another medium without separately bargaining with the player prior to the reuse. Player may not be required to consent to reuse payment at the time of the original employment.

If the Producer reuses the sound track and photography without so bargaining, the player is entitled to three

times the amount originally paid, as damages.

"Deal contracts" are more complex, and players employed under such contracts should consult the Guild.

10. SCRIPT STUNTS

No extra, hired as such, may be employed for script stunts on location except for bona fide emergency. No extra may be employed for script stunts at the studio if, on that day, he was employed as an extra in the same production.

A stunt is a "non-script" stunt when not called for nor contemplated by the action in the script and not pre-planned nor preconceived, nor deliberately omitted for the purpose of evading this rule.

11. TRANSPORTATION AND ACCOMMODATIONS

Transportation supplied by the Producer must be first-class by train or plane, when available. Bus transportation is acceptable when no other means are available. Accommodations must be first-class, if available. The Producer may lodge two actors in one room.

12. MAKEUP, HAIRDRESS, WARDROBE, FITTING CALLS (Other than tests)

A. DAY PLAYERS (Television & Theatrical)

1) On a Day Prior to Employment

Day player receives one hour minimum pay for each call. Additional time is paid for in 15-minute units.

2) On Day of Employment

Such calls are work time and part of player's continuous day, paid for at straight time in hourly units, with a maximum of one hour allowed for makeup, unless "extraordinary makeup" is required by the role.

B. 3-DAY CONTRACT (Television only)

1) On a Day Prior to Employment

Player grants Producer two hours free fitting time for every three days' employment.

2) On Day of Employment

Such calls are work time and part of player's continuous day. If it causes overtime, it's paid at straight time in hourly units. Makeup time limited to one hour unless "extraordinary makeup" is required by the role.

C. FREE LANCE WEEKLY (Television & Theatrical)

1) On a Day Prior to Employment

Player grants Producer four hours free fitting time for every week's employment.

2) On Day of Employment

Same rules as for a 3-Day contract. (See above.)

13. STARTING DATE

FREE LANCE WEEKLY CONTRACTS & 3-DAY TV CONTRACTS

If the starting date in the player's contract is at least 7 days after the contract is signed, the studio may elect to call the player either the day before or the day after the starting date in the contract.

14. ADDITIONAL COMPENSATION FOR RERUNS (Television Pictures)

Salary paid player constitutes payment in full for one run in each city in U.S. and Canada. A repeat in any city puts an episode in a subsequent run. Subsequent runs are paid as follows depending on whether network or syndication reruns.

	NETWORK			
2nd	50% of total applicable minimum			
3rd	40%	"	"	"
4th	25%	"	"	"
5th	25%	"	"	"
6th and all succeeding runs	25%	"	"	"

SYNDICATION

2nd	40%	of total applicable minimum		
3rd	30%	"	"	"
4th	25%	"	"	"
5th	25%	"	"	"
6th and all succeeding runs	25%	"	"	"

Residuals are not paid beyond the 6th run unless player individually bargains for such payment. The rerun formula is a minimum formula as are wage rates and nothing precludes individual bargaining for higher rates.

EXAMPLES:

- A. A day player employed for two days at \$125 per day—total applicable minimum \$200.
 - B. A 3-day player employed for 3 days at \$300—total applicable minimum, \$255.
 - C. Free lance player employed for 1 week at \$400 per week—total applicable minimum, \$350.
- This rerun formula applies to work performed after July 1, 1964.

15. ADDITIONAL COMPENSATION FOR FOREIGN TELECASTS (TELEVISION PICTURES)

Payment for telecasts in any part of the world outside the U.S. and Canada is required as follows:

- A. 15% of total applicable minimum not later than 6 months after first foreign telecast.
- B. An additional 5% when Distributor's foreign gross exceeds \$6000 for a ½ hour episode or \$12,000 for a one-hour or longer episode.
- C. An additional 5% when Distributor's foreign gross exceeds \$8000 for a ½ hour episode or \$16,000 for a one-hour or longer episode.
- D. This formula applies to all work after July 1, 1964. The formula is automatically written into all con-

tracts made before July 1, 1964 where work is performed after July 1 so that series and term contract players under continuing contracts may receive foreign telecast payment for new episodes made after July 1, 1964.

16. ADDITIONAL COMPENSATION FOR THEATRICAL EXHIBITION (TELEVISION PICTURES)

If Producer wishes to acquire the right to exhibit a television picture in theatres payment shall be required as follows:

- A. Day players—Minimum rate for each day of employment in effect for theatrical pictures.
- B. All other players—Free lance minimum rate under the theatrical agreement in effect at time of employment for length of engagement.
- C. Provision regarding theatrical right is to be in player's contract.
Formula is a minimum formula only; player may bargain for his individual rate.

17. TELEVISION EXHIBITION OF THEATRICAL MOTION PICTURES

- A. Theatrical motion pictures made between February 1, 1960 and January 31, 1966 when released to TV are governed by a provision which requires the Producer to pay the Guild 3.6% of the total world wide TV gross. These sums are distributed to actors under a formula of rateable distribution.
- B. Theatrical pictures made on and after February 1, 1966 are governed by the new "Post '66 formula." Under the formula compensation is determined by applying a series of percentages to a base amount which varies with the actor's type of contract and length of engagement.

1. The base amounts are as follows:

a) Actors employed by the day:

Number of days worked or guaranteed	Base amount
1 day	\$100
2 days	\$150
3 days	\$200
4 days	\$250
5 or more (covered by b))	

b) All other Actors:

Number of weeks worked or guaranteed	Base amount
1 week*	\$300
2 weeks*	\$400
3 or more weeks	\$500

2. The percentages which are applied to the foregoing base rate to determine compensation are as follows:

- a) On 1st TV exhibition anywhere in world 30%
- b) When distributor's world wide TV gross exceeds \$125,000 an additional 12½%
- c) When world wide TV gross exceeds \$200,000 an additional 25%
- d) When world wide TV gross exceeds \$300,000 an additional 22½%
- e) When world wide TV gross exceeds \$400,000 an additional 22½%
- f) When world wide TV gross exceeds \$500,000 an additional 20%
- g) For each additional \$100,000 of gross in perpetuity an additional 10%

If a picture is exhibited in prime time on a network no less than 70% of the applicable base is due in 30 days.

*A fractional week in excess of 1 or 2 weeks is deemed a full additional week.

BASIC RATES AND CONDITIONS IN COMMERCIALS CONTRACT

1. SESSION FEES

Principals	— On Camera	\$105
	Off Camera	80
Group Singers	— On Camera — 3 & 4	80
	On Camera — 5 or more	71
	Off Camera — 3 & 4	47
	Off Camera — 5 or more	40

Soloists and Duos are principals.

2. LENGTH OF SESSIONS

- On Camera — 8 hours for all players.
- Off Camera — 2 hours for all players except group singers, and solos and duos with group singers.
- 4 hours for group singers, and solos and duos with group singers.

3. FEES PER COMMERCIAL

At end of session player is advised of number of commercials made and in addition to session fee, receives equivalent of session fee for each commercial in excess of one.

4. WILD SPOT COMPENSATION

Compensation for 13-week cycles of use is based on a formula consisting of total population units multiplied by unit fees in accordance with the schedules set forth below:

Each city is given population unit weight of 1 for each million of population in its metropolitan area. Beyond a million, fractional population over 500,000 constitutes an additional million for weighting purposes. Each city below 1 million is weighted at 1 unit. As a result of this

weighting method, the cities listed are weighted as follows:

Baltimore	2	Pittsburgh	2
Boston	3	St. Louis	2
Cleveland	2	San Francisco	3
Detroit	4	Washington, D.C.	2
Philadelphia	4		

(New York, Los Angeles and Chicago are treated separately as indicated below. All other cities count as 1 unit each.)

5. WILD SPOT PAYMENT FORMULAS

A. PRINCIPALS — ON CAMERA

Units	Unit Rate
1-5	\$105 (minimum buy)
6-10 add	8 per unit
11-20 add	5 per unit
21-25 add	3 per unit
26 and each unit thereafter add (No cut off)	1.25 per unit

Use of New York, Chicago and Los Angeles

Any 1 city:	\$230 (For additional units use formula commencing at 26 units, i.e., \$1.25 per unit)
Any 2 cities:	\$320 (Plus additional units at \$1.25 each)
All 3 cities:	\$360 (Plus additional units at \$1.25 each)

B. PRINCIPALS — OFF CAMERA

Units	Unit Rate
1-5	\$80
6-10 add	4.50 per unit
11-20 add	3.50 per unit
21-25 add	2.50 per unit
26-100 add	1.10 per unit
101 and each unit thereafter add	.75 per unit

Use of New York, Chicago and Los Angeles

Any 1 city:	\$150 (For additional units add \$1.10 per unit —first 75 units, \$.75 each unit, thereafter)
Any 2 cities:	\$200 (Plus additional units at \$.75 each)
All 3 cities:	\$240 (Plus additional units at \$.75 each)

C. GROUP SINGERS — ON CAMERA

1. Groups of 3-4

Units	Unit Rate
1-5	\$80
6-10 add	7 per unit
11-20 add	4.20
21-60 add	1.45
61-125 add	1.00
126 and each unit thereafter add	.50

Use of New York, Chicago and Los Angeles

Any 1 city:	\$164 (For additional units use formula beginning with 26th unit)
Any 2 cities:	\$235 (Additional units at rate of \$.50 each)
All 3 cities:	\$280 (Additional units at rate of \$.50 each)

2. Groups of 5 or more

Units	Unit Rate
1-5	\$71 per unit
6-10 add	6 per unit
11-20 add	4 per unit
21-60 add	1.25 per unit
61-125 add	.80 per unit
126 and each unit thereafter add	.40 per unit

Any 1 city:	\$145 (For additional units use formula beginning with 26th unit)
Any 2 cities:	\$195 (Additional units at rate of \$.40 each)
All 3 cities:	\$240 (Additional units at rate of \$.40 each)

D. GROUP SINGERS — OFF CAMERA

1. Groups of 3-4

Units	Unit Rate
1-5	\$33
6-10 add	2 per unit
11-25 add	1.25 per unit
26-60 add	.40 per unit
61 and each unit thereafter add	.20 per unit

Use of New York, Chicago and Los Angeles

Any 1 city:	\$65 (For additional units use formula beginning with 26th unit)
Any 2 cities:	\$82.50 (Additional units at rate of \$.20 per unit)
All 3 cities:	\$93.50 (Additional units at rate of \$.20 per unit)

2. Groups of 5 or more

Units	Unit Rate
1-5	\$27
6-10 add	1.50 per unit
11-25 add	1.00 per unit
26-60 add	.30 per unit
61 and each unit thereafter add	.15 per unit

Use of New York, Chicago and Los Angeles

Any 1 city:	\$55 (For additional units use formula beginning with 26th unit)
Any 2 cities:	\$65 (Additional units at rate of \$.15 per unit)
All 3 cities:	\$75 (Additional units at rate of \$.15 per unit)

6. PROGRAM COMMERCIALS

The method of computation of compensation and weighting of cities for wild spots does not apply to program commercials. For program commercials New York, Los Angeles and Chicago are weighted at 11 cities each.

A. CLASS A PROGRAM COMMERCIALS (Over 20 Cities) Rates for individual uses within one 13-week cycle

1. Principals on Camera

Use	Rate
1	\$105
2	70
3-13	57 each
14-26	20 each
27 and thereafter (No cutoff)	12.50 each

Guarantees and Discounts:

8 uses in 13 weeks: No discount
13 uses in 13 weeks: \$622
Additional uses, 14-18th: \$56 each
19th use and thereafter: As above

2. Principals Off Camera

Use	Rate
1	\$80
2	55
3-13	45 each
14-26	13 each
27 and thereafter (No cutoff)	9.50 each

Guarantees and Discounts:

8 uses in 13 weeks: \$369
Additional uses thereafter:
9th through 16th: \$37.50 each
17th and each thereafter: As above
13 uses in 13 weeks: \$492
Additional uses thereafter:
14th through 18th: \$40.60 each
19th and each use thereafter: As above

3. Group Singers — On Camera

Use	Rate 3 & 4
1	\$80
2	64
3	51
4-13	48.50 each
14-26	14 each
27 and thereafter (No cutoff)	10 each

Guarantees and Discounts:

- (i) 8 uses in 13 weeks: \$408
Additional uses in same cycle:
9th through 16th: \$39.25 each
17 and each use thereafter in same cycle at the applicable per use rate set forth above.
- (ii) 13 uses in 13 weeks: \$539
Additional uses in same cycle:
14th through 18th: \$42.20 each
19th and each use thereafter in same cycle at the applicable per use rate set forth above.

Use	Rate 5 or more
1	\$71
2	56
3	45
4-13	43 each
14-26	12 each
27 and thereafter	9 each

Guarantees and Discounts:

- (i) 8 uses in 13 weeks: \$360
Additional uses in same cycle:
9th through 16th: \$34.75 each
17th and each use thereafter in same cycle at the applicable per use rate set forth above.
- (ii) 13 uses in 13 weeks: \$496
Additional uses in same cycle:
14th through 18th: \$33.20 each
19th and each use thereafter in same cycle at the applicable per use rate set forth above.

4. Group Singers — Off Camera

Use	Rate 3 & 4
1	\$47
2	35
3	32
4-13	30 each
14 and thereafter	8 each

Guarantees and Discounts:

- (i) 8 uses in 13 weeks: \$245
Additional uses in same cycle:
9th through 16th: \$24.13 each
17th and each use thereafter in same cycle at the applicable per use rate set forth above.
- (ii) 13 uses in 13 weeks: \$315
Additional uses in same cycle:
14th through 18th: \$27.80 each
19th and each use thereafter in same cycle at the applicable per use rate set forth above.

Use	Rate 5 or more
1	\$40
2	30
3	27
4-13	25 each
14 and thereafter	7.50 each

Guarantees and Discounts:

- (i) 8 uses in 13 weeks: \$207
Additional uses in same cycle:
9th through 16th: \$20.31 each
17th and each use thereafter in same cycle at the applicable per use rate set forth above.
- (ii) 13 uses in 13 weeks: \$270
Additional uses in same cycle:
14th through 18th: \$22.90 each
19th and each use thereafter in same cycle at the applicable per use rate set forth above.

B. LOCAL PROGRAM COMMERCIALS — Class B and C

The following are rates for Class B and C use for each 13-week cycle:

(a) All Players (except Group Singers)

	On Camera	Off Camera
Class B (not including use in N.Y.) (6-20 cities)	\$230	\$160
Special Class B (including use in N. Y.) (11-20 cities)	255	180

Class C
(1-5 cities)

145

95

(b) Group Singers

	On Camera		Off Camera	
	3 & 4	5 or more	3 & 4	5 or more
Class B (6-20 cities)	\$178.50	\$157.50	\$65	\$55
Class C (1-5 cities)	123.25	108.75	55	45

7. PROGRAM OPENINGS AND CLOSINGS

A standard opening and closing taken together is the equivalent of a single commercial. No special opening and closing discounts. Program guarantees may however be used.

EXAMPLE:

On Camera opening and closing, 13 uses in 13 weeks, Class A (more than 20 cities): The Class A guarantee of use may be made in advance at \$615.

8. DEALER COMMERCIALS

Six-month rates are as follows:

Principals:

On Camera	Off Camera
\$473	\$326

Group Singers

On Camera		Off Camera	
3 & 4	5 or more	3 & 4	5 or more
\$402	\$354	\$152	\$131

9. SIGNATURES — OFF CAMERA (13-week cycles)

Class A Solo and Duo	\$235
3-4	185
5 or more	160
Class B Solo and Duo	120
3-4	60
5 or more	50
Class C Solo and Duo	100
3-4	50
5 or more	45

10. EXCLUSIVITY

- A. The exclusivity which may be required of scale players shall be limited solely to competitive products. Only players receiving scale plus 25% for sessions and use payments may be required to grant exclusivity beyond a competitive product but short of complete exclusivity. Only players receiving double scale for sessions and use payments may be required to grant complete exclusivity.
- B. Where player has agreed to any exclusivity then beginning with the second and each six-month period thereafter player is due one and one-half times the applicable session fee unless:
 - 1) During the preceding six months three times the session fee has been paid or
 - 2) Within ten days of such six month period he is notified the commercial is withdrawn from use.
- C. In order to maintain any exclusivity beyond competitive products, the commercial must be used or paid for in the preceding cycle as follows:
 - 1) To maintain complete exclusivity, at least 3 Class A program uses must be paid in the preceding cycle.
 - 2) To maintain any exclusivity beyond competitive product exclusivity but short of complete exclusivity, at least an applicable session fee must be paid in the preceding cycle.
- D. No exclusivity provision of any kind may be made which extends beyond the maximum periods of use and reuse as provided by the contract, subject to the provisions for renewals as provided thereby.

11. FOREIGN USE OF COMMERCIALS

The showing of commercials in the U.S., Canada and Mexico is included in the coverage of use and reuse fees. To acquire right to exhibit commercials beyond

such areas, player's contract must contain a provision requiring additional compensation at not less than an additional day's pay or session fee. The maximum periods of use and reuse provided in the contract shall apply to such foreign use.

12. DOUBLING

When a player doubles, in or out of category, he shall be paid not less than the daily base pay or applicable session fee plus reuse fees for each additional voice or part, except when a player does such doubling as part of his role or as part of an act.

13. MULTIPLE TRACKING

Singers recording an additional track or tracks shall be paid the session fee for each track as well as reuse fees for each track.

14. SEASONAL COMMERCIALS

The maximum period of permissible use is 2 consecutive seasons. Player must be advised he is engaged for a seasonal commercial.

15. EDITING

- A. One additional version of same commercial permitted. If sound track recorded for additional version, additional session fee payable.
- B. *Dealer Identifications and Tags*
On Camera \$25, Off Camera \$15 for each tag beyond one. If called in for sole purpose of making tags, day's pay or session fee and above rates for each tag beyond one.

16. MAXIMUM PERIOD OF USE AND REUSE

The maximum period of use and reuse is 18 months.

17. TIME OF PAYMENT

- SESSION FEES — 10 days after services rendered.
- WILD SPOTS — Use payments due 21 days after commencement of cycle. Adjustments under wild spot formula due 21 days after end of cycle.
- CLASS A PROGRAMS— 21 days after each use.
- LOCAL PROGRAMS — 14 days after commencement of cycle.

18. PENALTIES FOR LATE PAYMENT

Penalties for late payments shall be at the rate of \$1.50 for the first five days and at the rate of \$2.50 per day thereafter up to a maximum of \$25. The Guild maintains its present right of cancellation in the event of repeated violations.

19. MEAL PERIODS

Meal periods must be within 5½ hours of first call. Second period must be within 6 hours after end of first meal period. \$10 penalty for each violation.

20. REST PERIOD

12-hour rest period provided from time of dismissal to first call thereafter.

21. CHECK VOUCHERS

Check vouchers must contain complete information identifying commercial, sponsor and dates of session, use or reuse.

22. MESSAGES FOR GOVERNMENT AGENCIES AND PUBLIC SERVICE ANNOUNCEMENTS

Shall be treated on an individual waiver basis rather than as a complete exclusion.

23. CONTRACTORS — SINGERS

When contracting or supervisory services are required, contractor shall be paid in addition to his fee as a singer. 50% of the 3 & 4 fee if he engages 3 & 4 singers; the 5 or more fee in addition to his own fee if he engages 5 or more singers.

24. SINGERS' REST PERIOD

Five minute rest period each hour of recording now provided by contract.

25. GROUP SINGERS — ADJUSTMENT TO SOLO OR DUET

Adjusted to solo or duo rate if called on to sing 5 consecutive bars.

26. WARDROBE ALLOWANCE

- Male Players — \$2.50 per garment
- Female Players — \$5.00 per garment
- Female Players, Evening Wear — \$7.50 per garment

27. RERECORDING AND RESHOOTING

Prior to first telecasting of commercials made for a particular sponsor, player may be recalled for one fee to make reasonable changes and corrections in existing track or to make changes or corrections in photography in the nature of retakes. Subsequent calls for such purpose will require separate payment for each commercial in connection with which such services are rendered. In no event may any fees due under these provisions be credited against any other compensation due player.

